

# Conditions of Enrolment



Students are enrolled at Ascham School on the following conditions

## A. Acceptance of enrolment offer

### 1. Offer and acceptance fee

Places are offered at the School at the discretion of the Head of School, and only after the prospective Student and the Parents have attended an interview with the Head of School. In order to accept an offer of enrolment at the School the Parents must sign and return to the School the Acceptance of Offer contract and pay an acceptance fee. The acceptance fee is non-refundable.

### 2. Deferment of enrolment

An offer of enrolment is for a particular year. To defer an offered or accepted place at the School, prior to commencement, the Student will be placed on the waiting list for the deferred entry point. The Student's date of application will be amended to the date of the deferment.

### 3. Confirmation of enrolment

To confirm the enrolment of a new Student, the first term's tuition fees must be paid by the date specified by the School in the year prior to entry, or the accepted place will be lost. The School will only refund those tuition fees if enrolment is withdrawn more than three months before the Student is due to commence at the School.

## B. Capacity of the School to cater for a student

### 1. Assessment before entry

All places at the School are offered subject to the School determining, in its absolute discretion, that the girl is suitable for its educational programs and life at the School, and that the School can supply an appropriate educational program.

The School may require any girl to undergo an assessment by the School before commencing.

Students commencing after Kindergarten are also required to supply their most recent school report. Tuition at the School is in English and competence in English is a condition of entry. If on enrolment a girl does not show evidence of the required competence, she may re-apply on completion of an intensive English course. This course would be at the discretion and expense of the girl's family.

### 2. Later years

The School may review the progress of the Student at any time. All places at the School, as a new enrolment or a continued Student's progression into each year, are subject to the School determining, in its absolute discretion, that the Student is ready for the next stage of its educational programs and life at the School, and that the School can supply an appropriate educational program for the Student.

## C. Fees and Charges

### 1. Responsibility

The Parents are to pay to the School all fees and charges for School fees, extra subjects, excursions, camps and the supply of other goods and services to the Student, as determined by the School or incurred on behalf of the Student from time to time (Fees and Charges).

The Parents are jointly and severally liable for the Fees and Charges. In circumstances where Parents are separated or divorced, Parents will remain jointly and severally liable for the Fees and Charges. The School will not split accounts for separated families.

### 2. Amount

Fees and Charges, including any deposit or non-refundable enrolment fee, are as determined by the School's Council of Governors and published in the School Fee Schedule provided to Parents annually at the commencement of the School year (Fee Schedule). Fees and Charges can be increased at the sole discretion of the School and are usually increased each year. Continued enrolment at the School is conditional on payment of Fees and Charges when due. Fees and Charges are not refundable, except as expressly provided in these conditions.

### 3. Payment of Fees and Charges

The Parents are to pay all Fees and Charges in advance, by the due dates as specified by the School.

If the Parents fail to pay an account for Fees and Charges by the due date, they will be liable to pay an administration charge that reflects the administrative and financial cost to the School in collecting the outstanding Fees and Charges. The administration charge is reviewed annually and published in the Fee Schedule. The Parents may access the current amount of the administration charge on Parent Hub.

Should an unpaid account be placed with a debt recovery agent, all costs incurred by the School in demanding, collecting or enforcing judgments for money due (including, without limitation, legal costs on a full indemnity basis, collection expenses and commissions of debt collection agents) must be paid by the Parents.

If an account is not paid in full by the due date, the Student's enrolment may be suspended and the School may subsequently, without further notice, refuse entry to the Student or terminate her enrolment.

While an account for Fees and Charges remains outstanding, the Student may not be permitted to participate in any co-curricular or discretionary activity offered by the School.

Accounts for fees are billed in advance of each School term and generally issued two weeks prior to term commencement date. Additional charges for extra activities outside the Fee Schedule will be billed throughout the year and included on your account statements. All statements are emailed unless expressly advised otherwise.

#### 4. Supplementary account and incidental expenditure

A supplementary account statement will be issued towards the end of the year, after the conclusion of Term 4, to cover any extra activities incurred in the final term. The School may also incur from time to time such incidental expenditure on behalf of the Student as it may consider necessary, including for items such as books, incursions, excursions, educational programs, stationery and equipment. This incidental expenditure will be included in the Fees and Charges invoiced to Parents.

The Parents are to reimburse the School for all medical and ambulance expenses incurred by the School on behalf of the Student that the School is not able to otherwise recover.

#### 5. Absences and leave

No remission of Fees and Charges, either in whole or in part, will be made if the Student is absent due to illness, leave or suspension or expulsion.

#### 6. Discontinuing co-curricular activities

If a Student is to discontinue a co-curricular activity that is provided by the School for an additional fee, the Parents must give at least one full term's prior notice of the discontinuance, otherwise one term's fees will be charged in lieu of notice. Parents are required to provide an official request to withdraw for the relevant activity via a Withdrawal Form, which is available on the Hub.

#### 7. Changing from boarder to day girl

If a Student enrolls as a boarder, she takes a place as a boarder and not as a day girl. If the Parents wish a boarder to become a day girl, the Student's Parents must give at least one full term's notice, the notice must be provided and received on or before the first day of the commencement of the Student's last full term as a boarder. If sufficient notice is not given, the Parents are to pay in lieu of notice an amount equal to one term's boarding fees and any GST incurred by the School.

#### 8. Leaving Ascham

The Parents are to give at least one full term's notice in writing to the Head of School before terminating the Student's enrolment (Notice of Withdrawal), provided that notice must be given and received on or before the first day of the commencement of the Student's last full term at the School. The Notice of Withdrawal must stipulate the date from which the Student will cease to attend the School. If the Parents do not give sufficient notice of termination of the Student's enrolment, they are to pay to the School one term's School fees, plus GST where applicable. The Parents agree that this amount is a genuine estimate by the School of the loss that it would suffer as a consequence of insufficient notice of termination of the Student's enrolment.

If the Student has received a scholarship, bursary or other financial assistance from the School, the Parents may be required to repay it, if that is a condition of its grant.

If a boarding Student in Year 12 is withdrawn part way through the year, the School will charge a full year's boarding fees.

To enrol at another school, the Parents must provide the School with formal documentation giving details of the date of written notification, the school that their daughter will now be attending and the grade she will be entering at her new school. This is a NSW Education Standards Authority requirement and the School is required to advise the Authority if this documentation is not completed.

### D. Ascham School Values

#### Respect and Kindness

Treat others as you wish to be treated. Display warmth, friendliness and generosity.

#### Collaboration and Community

Be both leaders and team players. Understand that the world is interdependent and seek to help others.

#### Courage and Resilience

Step forward to support what you believe is right. Treat setbacks as opportunities to learn and move forward.

#### Acceptance and Responsibility

Celebrate diversity and provide an environment that is supportive and inclusive. Own your own actions and recognise their potential influence.

#### Ambition

Show enthusiasm and appreciate challenge by setting goals.

### E. Requirements of Students

#### 1. Behaviour

A Student's poor behaviour or absence may disrupt not only her own education and development but also those of other Students and the operation of the School. Consequently, the Student is required at all times to demonstrate high standards of behaviour and to:

- act courteously and considerately to other students and to staff at all times
- support the goals and values of the School including those expressed in the School's Strategic Intentions and Codes of Conduct
- not do anything that may adversely affect the reputation of the School, including in print and electronic media including social media
- comply with the School's rules, student codes and the directions of staff.

#### 2. Uniforms

Students must be neatly dressed, clean and wear the school uniform as prescribed, without embellishment for any reason, including fashion, culture or religion, when travelling to and from School, at School and engaged in School activities.

#### 3. Attendance

The Student must attend the School during specified School hours, except where leave is granted by the School or in the case of ill health. The School may require appropriate documentation, including medical certificates, to support leave.

#### 4. Personal belongings

The Student is responsible for her personal belongings and the School will not be liable for any loss of these belongings. All items must be labelled.

### F. Requirements of Parents

#### 1. Following School procedures

Parents have an important role in ensuring girls meet School requirements and in fostering a respectful and supportive School community. Hence they are required at all times:

- to assist and require the Student to comply with the above requirements of students

- to use their reasonable endeavours to attend parent/teacher interviews and parent forums
- to support the goals and values of the School, including those expressed in the School's Strategic Intents and Codes of Conduct
- while on the School premises, or attending School activities elsewhere (for example, sporting events, concerts, plays and excursions) to comply with School procedures, the requests of staff, and with any applicable Code of Conduct of the School or any sporting association of which the School is a member, and encourage others attending in relation to the Student to do the same
- to comply with the procedures specified by the School and the directions of staff in relation to picking up and dropping the Student at or near the School (this is important not only for safety and efficiency, and for the convenience of other parents, but also for the School's relationship with the wider community, including neighbours and the local authorities)
- to observe School security procedures for the protection of students
- to ensure the Student has all requirements for School, including textbooks and stationery and each item of required uniform, clean and in good repair, and arrives at the School each day rested and ready for the day
- to not release any material for the purpose of promoting the School or School-related activities or students to the media without the written approval of the Head of School
- to not engage in any activity or conduct in relation to the School that will bring the School into disrepute or adversely affect the reputation of the School, including in electronic media such as social media
- to communicate with students, parents, visitors and staff members in a courteous manner and follow appropriate processes to raise any issues or concerns about their daughter or the School with School staff, as advised from time to time.

## 2. Special needs—learning and health

The Parents are to disclose fully any special needs or changes in special needs of the Student (including but not limited to any medical, physical, learning or psychological needs) as soon as they become aware of those special needs or changes in special needs. The Parents are required to have included all relevant information regarding special needs in the Application form and Medical form provided to the School before commencement, and to have promptly advised the School of any changes to that information.

In circumstances where the Student requires provisions or assistance in relation to the special needs (for example, disability provisions for entry assessments), the Parents must fully disclose to the School all assistance and provisions required.

By accepting an offer of enrolment, the Parents warrant that they have provided all relevant information regarding disability provisions to the School and the School's offer of enrolment is conditional upon the Parents having done so. The Parents have an ongoing obligation to update the School regarding the Student's disability provisions if those needs change.

It is the responsibility of the Parents to inform the School of any medical conditions or allergies of the Student and any change in such condition. In particular they must notify the School immediately if the Student has a communicable infection or condition.

## 3. Medical treatment

The School does not take responsibility for insuring students, including against medical expenses or injury. If a member of the School's staff determines that a student needs urgent hospital or medical treatment of any nature and the School is unable to contact the Parents after making reasonable efforts, or the staff determine that the emergency is such as to require immediate intervention, the Parents authorise the School to give or to give authority for such treatment. When the School does so, it will use reasonable endeavours to notify the Parent as soon as possible.

The Parents shall pay the School all costs and expenses arising directly or indirectly out of such treatment.

## 4. Keeping the School informed

The Parents must as soon as possible notify the School:

- in writing of any change of home, mailing, email address or contact details or other information (including any change to the person to whom the accounts are being sent)
- if a student is to be absent from School through ill health, and subsequently to give details in writing
- in writing, if there are orders or arrangements with respect to the Student concerning custody or access, or changes to them or other orders that are relevant to the education and welfare of the Student, and if requested by the School, provide evidence and details.

## G. Leave

Except in the case of medical or health-related absences (ill health, medical, hospitalisation, dental or orthodontic appointments) or bereavement leave, permission for a Student to be absent from the School must be sought beforehand. The request for leave application forms are available on the Hub.

### 1. Exemption from School attendance

Parents are to complete the relevant Application for Exemption from School Attendance form, available on the Hub. Parents should use their best endeavours to send the completed form to the School at least two weeks prior to the anticipated absence. If exemption from attendance is sought for more than one Student, separate applications must be made for each Student. Approval will be at the discretion of the School. If the leave is approved, the parents will receive a Certificate of Exemption from Attendance.

### 2. Extended leave for local or international travel, and leave of absence

Extended leave for local or international travel will not normally be given for journeys, either abroad or within Australia, during the School term. It is the Parents' responsibility to ensure they are fully aware of all term dates, details of which are available on the Hub. Approval for extended leave will only be granted in exceptional circumstances and will be at the discretion of the School.

Leave of absence is granted at the Head of School's discretion for leave of a minimum of one term and a maximum of one year. Parents are required to pay School Fees during the duration of an approved leave of absence.

Parents seeking to apply for extended leave or a leave of absence are to complete an Application for Extended Leave form available on the Hub. If extended leave is sought for more than one student, all students can be included on the one form. If the leave is approved, the parents will receive a

Certificate of Extended Leave, which, in the case of overseas travel, should be carried with the Student to present at airport customs if requested. Parents should not book flights or accommodation until they have received approval for leave from the School.

Students who wish to leave the School for more than one year will be required to withdraw and be placed back on the School's waiting list for re-enrolment. Should a place become available, a non-refundable re-enrolment fee of \$3,000 will be charged to the Parents to secure the place.

## H. General

### 1. Suspension, expulsion and termination of enrolment by the School

The School reserves the right to suspend or expel any Student, at any time and without notice, if the Head of School or Council of Governors in their absolute discretion consider this appropriate. This could include, but is not limited to, any of the following:

- A serious breach of the School's rules and regulations or codes of conduct by the Student or a Parent
- Conduct by the Student or a Parent prejudicial to the reputation or wellbeing of the School, its students or staff
- Where Parents have failed to comply with these conditions of enrolment including the Requirements of Parents
- Non-payment of Fees and Charges or other breach of these conditions
- A breakdown of the relationship of cooperation and trust between the School and the Parents.

Before the School exercises its power to permanently expel a Student it will provide the Student and Parents with details of the conduct which may result in a decision to expel the Student and provide them with an opportunity to respond.

Where a Student is expelled, the enrolment is terminated.

### 2. Programs and activities

The School reserves the right to determine all aspects of its educational and other co-curricular activities and programs, and the resources applied to them. The School may change these at any time without notice. This may include discontinuing subjects and other programs.

It is a requirement of the School that the Student participate in all its activities, including excursions, camps and outdoor education and activities. Unless the Head of School decides otherwise:

- the Student must participate in all compulsory activities, whenever held
- charges may be payable for all activities even if a Student through ill health or otherwise is unable to attend.

### 3. Provision of reports by the School

School reports are posted online via the Ascham Hub. Where the Parents are separated or divorced, reports will be available to both Parents unless there is an Order of the Court or an agreement that reports are to be provided to only one Parent.

### 4. Residency

The Student must, at all times (including on application to the School) be a permanent resident of Australia, or one of the Parents must be on an eligible working visa. Non-permanent resident Students must ensure that the School is always in possession of a copy of the Student's current visa. The Parents must advise the School immediately if there is a change in the Student's visa status and/or if the Student is granted a bridging visa at any time during the Student's enrolment. The holding of a bridging visa may alter the status of the Student's enrolment, resulting in, among other consequences, a significant increase in the Fees and Charges.

### 5. Belongings

The Head of School or his/her delegate may search the Student's bag, dedicated storage space or other possessions where reasonable grounds exist to do so in order to maintain an environment that is safe for all students.

The Student's personal property is not insured by the School, and the School does not accept any responsibility for loss of or damage to the Student's personal property.

## I. Amendment of these Terms and Conditions

The School may alter these conditions at any time by giving not less than two terms' notice to Parents in writing. Parents are responsible for ensuring that the School has up-to-date contact details (including email and postal addresses) for each of the Parents. Parents can check and update their contact details on the Hub. It is assumed Parents will have received the updated Conditions of Enrolment if the School has given notice of alterations via the email addresses of each Parent held on file by the School at the time the notice is sent. Alterations will apply to all current and future students and their parents from the date of the notice.

### Interpretation

**'School'** means Ascham School Limited.

**'Parents'** means the Student's parents; or, where the Student has only one parent, that parent. 'Parents' also includes the Student's legal guardian.

**'Student'** means the person who is enrolled as a student at the School.

**'Head of School'** means the Head of School or Acting Head of School, by whatever title he or she is known, and/or his or her nominee.

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